

court a libel praying seizure and condemnation of 257 cases of canned pears at Minneapolis, Minn.; alleging that they had been shipped in interstate commerce on or about February 5, 1938, by the C. S. Kale Canning Co. from Everson, Wash.; and charging misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Nooksac Compote * * * Bartlett Pears."

It was alleged to be misbranded in that it was canned food and fell below the standard of quality and condition promulgated by the Secretary of Agriculture, since the fruit was not in unbroken halves, and its package or label did not bear a plain and conspicuous statement prescribed by the Secretary indicating that it fell below such standard.

On October 17, 1938, the Northwest Grocers, St. Paul, Minn., claimant, having admitted the allegations of the libel, judgment of condemnation was entered, and the product was ordered released under bond conditioned that it be relabeled under the supervision of this Department.

HARRY L. BROWN, *Acting Secretary of Agriculture.*

29841. Misbranding of canned peaches. U. S. v. 13 Cases of Canned Peaches. Default decree of condemnation. Product delivered to a charitable institution. (F. & D. No. 42944. Sample No. 28624-D.)

This product fell below the standard established by this Department, and it was not labeled to indicate that it was substandard.

On June 18, 1938, the United States attorney for the Eastern District of Washington, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 13 cases of canned peaches at Spokane, Wash.; alleging that the article had been shipped in interstate commerce on or about August 20, 1937, from Portland, Oreg., for the Gresham Berry Growers, Inc., of Gresham, Oreg.; and charging misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Oregon Freestone Peaches Packed By Gresham Berry Growers, Inc."

It was alleged to be misbranded in that it was canned food and fell below the standard of quality and condition promulgated by the Secretary of Agriculture because it was packed in water, the units were not of uniform sizes, the fruit was not in unbroken halves, and its package or label did not bear a plain and conspicuous statement prescribed by the Secretary indicating that it fell below such standard.

On December 5, 1938, no claimant having appeared, judgment of condemnation was entered and it was ordered that the labels be removed and the product delivered to a charitable institution.

HARRY L. BROWN, *Acting Secretary of Agriculture.*

29842. Adulteration and misbranding of bread. U. S. v. O. P. Skaggs Co. Plea of guilty. Fine, \$34. (F. & D. No. 42607. Sample Nos. 11622-D, 11627-D, 11628-D, 11651-D.)

This case involved three shipments of so-called milk bread which was deficient in milk and was short weight, and one shipment of bread which failed to bear a statement on the label of the quantity of the contents.

On November 14, 1938, the United States attorney for the District of Utah, acting upon a report by the Secretary of Agriculture, filed in the district court an information against the O. P. Skaggs Co., a corporation trading at Salt Lake City, Utah, alleging shipment by said company in the period from on or about April 13, 1938, to on or about April 29, 1938, from the State of Utah into the State of Idaho of quantities of bread which was misbranded and portions of which were adulterated in violation of the Food and Drugs Act. Portions of the article were labeled: "Milk Maid Bread * * * Baked By City Baking Co. Salt Lake City, Utah."

Portions of the article were alleged to be adulterated in that a product deficient in milk had been substituted for milk bread, which it purported to be.

The said portions were alleged to be misbranded in that the statement "Milk Maid White [or "Wheat"] Bread" and "1 Lb." together with a design of a milk maid with a pail of milk, borne on the wrapper, were false and misleading and were borne on the wrapper so as to deceive and mislead the purchaser in that the said statements represented that the article consisted of milk bread and that each loaf weighed 1 pound; whereas the article did not consist of milk bread, but consisted of a product deficient in milk and each of the loaves did